

**MEMORANDUM OF UNDERSTANDING**

**By and between**

**CIVIL AIR PATROL**

**THE NATIONAL WEATHER SERVICE**

**and**

**THE CIVIL AIR PATROL-  
UNITED STATES AIR FORCE**

**MEMORANDUM OF UNDERSTANDING**  
**By and between**  
**CIVIL AIR PATROL,**  
**THE NATIONAL WEATHER SERVICE and**  
**THE CIVIL AIR PATROL-UNITED STATES AIR FORCE**

**Article I. Purpose**

In order to employ the services of the Civil Air Patrol on behalf of the mission of the Office of the Federal Coordinator for Meteorological Services and Supporting Research, this Memorandum of Understanding (MOU) sets forth, defines, and establishes mutual agreements, understandings, and responsibilities by and between the Civil Air Patrol and the National Weather Service (NWS) in support of the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM) Working Group for Post-storm Data Acquisition (WG/PSDA). The WG/PSDA supports the conduct of aerial post-storm survey flights by participating agencies in a non-redundant and cost-effective manner, while satisfying each participating agency's chartered mission obligations.

**Article II. Authorities**

1. The Civil Air Patrol is chartered under 36 USC 201 et. seq. and is a civilian auxiliary of the United States Air Force (USAF).
2. The United States Air Force is authorized under 10 U.S.C. 9441 to use the services of the CAP to fulfill its non-combat missions.
3. The National Weather Service uses the OFCM to coordinate and foster interagency working arrangements, and is authorized to enter this agreement under 15 U.S.C. 313 and 49 U.S.C. 44720.
4. The Office of the Federal Coordinator for Meteorological Services and Supporting Research was created pursuant to the Budget Act of 1964, P.L. 87-843 and coordinates the meteorological services and supporting research activities of the federal government.
5. The National Weather Service is authorized by the Economy Act, 31 U.S.C. 1535, to undertake the financial commitments herein described.

**Article III. Program**

The CAP will assist OFCM's WG/PSDA in the study of the effects of tornadoes, severe thunderstorms, hurricanes, flooding and other conditions related to hazardous weather.

The CAP shall provide volunteer personnel, equipment, and other resources to assist OFCM's WG/PSDA. At the request of the Federal Coordinator for Meteorology, or his/her designees<sup>1</sup>, the CAP may provide light aircraft, aircrews, and communications support that can accomplish a variety of operations. CAP capabilities include light aircraft transport of National Weather Service personnel, equipment and supplies; aerial reconnaissance/survey flights; and both airborne and fixed communications in support of scientific weather damage study operations (pre- and/or post- storm).

CAP support of OFCM is provided on an "as available" basis. First priority for use of CAP resources is always given to the United States Air Force. To the extent possible, CAP will provide requested airborne support to OFCM within six (6) hours of receipt of a request from an authorized OFCM authority.

#### **Article IV. Authorized Activity**

Officials of the OFCM participating agencies and other federal contracted employees, operating in the scope of their employment, are authorized to fly as passengers in CAP aircraft as required for the study of hazardous weather-related phenomena or resulting damages specified above and to attend coordination meetings necessary for the execution of the MOU. In order to provide flexibility and efficiency of operations, OFCM, HQ CAP/DO, and HQ CAP-USAF/XO shall prepare operational procedures for this MOU spelling out standard operating procedures. These parties are authorized to compile, execute and modify these procedures from time to time and in keeping with the terms of this MOU.

#### **Article V. Command and Control**

Command and control of CAP resources and personnel for missions conducted under this MOU remains with the CAP at all times. OFCM exercises general operational control by establishing mission requirements such as date(s)/time(s), locations, survey routes, payload and other mission support details or requirements. Either party may suspend or terminate a mission at any time for any reason, including judgment of unsafe conditions. All CAP operations shall be conducted in accordance with applicable CAP directives.

#### **Article VI. Reimbursement**

OFCM shall reimburse the CAP for expenses associated with missions flown under this MOU, provided such missions are performed on request of a duly authorized OFCM representative. The MOU operating procedures (referenced in Article IV above) will outline reimbursement procedures.

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<sup>1</sup> OFCM designees are: Federal Coordinator, Deputy Federal Coordinator, Chairman, WG/PSDA, Executive Secretary, WG/PSDA, Assistant Federal Coordinators for NOAA and DOD-USAF.

## **Article VII. Liability and Workers Compensation**

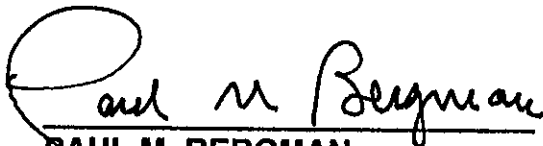
CAP operations in support of this MOU are Air Force-assigned missions during which CAP and its members are covered for liability by Federal Tort Claims Act (FTCA), and CAP members 18 and older (cadet or senior) are covered for workers compensation benefits by the Federal Employees Compensation Act (FECA).

## **Article VIII. Effective Date**

This MOU shall be effective from the date it is signed by the parties. The MOU shall remain in effect for ten (10) years from its effective date unless terminated by any party to this MOU, and may be extended for additional ten-year periods with the approval of the parties. Any party to this agreement may terminate the MOU by sending a 60-day advance written notice to the other parties.

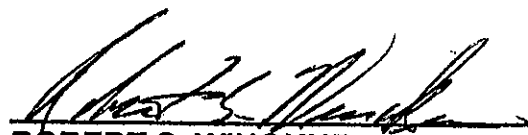
### **SIGNATURES**

By:



**PAUL M. BERGMAN**  
Brigadier General, CAP  
National Commander

(date) 22 Aug 97



**ROBERT S. WINOKUR**  
Acting Assistant Administrator  
for Weather Services

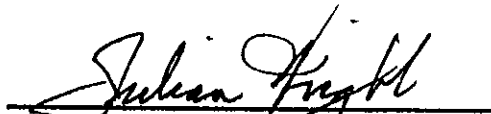
(date) 8/12/97

By:



**GARLAND W. PADGETT, JR.**  
Colonel, USAF  
Commander, CAP-USAF

(date) 21 Aug 97



**JULIAN M. WRIGHT, JR.**  
Federal Coordinator for Meteorology

(date) 8/11/97

**OPERATIONAL PROCEDURES FOR  
MEMORANDUM OF UNDERSTANDING BETWEEN  
CIVIL AIR PATROL,  
THE NATIONAL WEATHER SERVICE and  
THE CIVIL AIR PATROL-UNITED STATES AIR FORCE**

**1. Safety.** Pilots are responsible for their aircraft, crew, and passengers. The pilot will ensure that authorized passengers are instructed in the principles of aircraft safety.

**2. Training, Qualification, and Clearance.** As a minimum, CAP aircrews flying in support of the Office of the Federal Coordinator for Meteorological Services and Supporting Research (OFCM) shall be current and qualified as SAR/DR Mission Pilots or Mission Observer/Scanner (as applicable) in accordance with CAP Regulations 50-15 and 60-1.

**3. Mission Tasking.**

a. Requests for CAP mission support will be directed by the National Weather Service (NWS) through OFCM to HQ CAP/DO. HQ CAP/DO will provide OFCM with a current list of key HQ CAP/DO personnel to contact to initiate a mission. When CAP National Headquarters approves the activity, OFCM will be provided the mission number and the names and telephone numbers of the CAP aircrews who will be performing the mission. NWS is authorized direct coordination with CAP personnel who are identified by HQ CAP as primary support for the operation.

b. HQ CAP/DO will issue mission numbers to identify and track support requests. Mission numbers will be sequentially issued for each NWS tasking.

**4. Briefing CAP Aircrews.** NWS will provide a mission briefing for each support mission that includes mission purpose, chain of command, communications channels, operational limitations, safety, and debriefing.

**5. NWS Loan of Equipment:** NWS may, on occasion, provide CAP with equipment that is necessary to complete the mission. CAP shall have no pecuniary responsibility for the equipment but shall exercise reasonable care in maintaining custody. Upon termination of the mission the property shall be returned as directed by an OFCM representative.

**6. Reimbursement Procedures.**

a. CAP members performing under this agreement will submit authorized reimbursable expenses to their CAP wing liaison officer using a CAP Form 108. The LO in turn completes a SF 1034 and submits it to HQ CAP/FM in accordance with CAPR 173-3 procedures. HQ CAP/FM will pay the SF 1034 claim and seek reimbursement from OFCM as indicated in paragraph c below. Reimbursable expenses include aircraft and vehicle fuel and lubricants, prorata aircraft maintenance, and commercial communications costs and authorized overnight expenses as outlined in b. below. Aircraft flight time shall be reimbursed IAW the CAP Regulation 173-3 reimbursement schedule.

b. CAP flight operations in support of OFCM will be conducted by the CAP unit closest to the area of operations to the maximum extent possible. Should CAP personnel need to remain overnight (RON) in a mission location away from their home base, reasonable lodging and meal expenses and aircraft tie down fees shall be reimbursed by OFCM. In this case, the following procedures apply:

(1) An OFCM authorized person must provide written authorization for the CAP members and aircraft involved.


(2) The CAP members requesting RON reimbursement must provide adequate receipts for their lodging and meals.

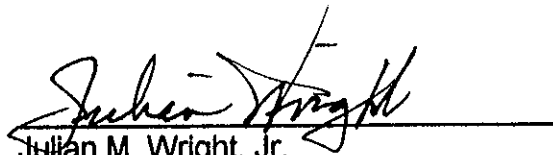
(3) Such RON expense reimbursements for CAP members shall not exceed the daily rates allowed for the OFCM team members on the same mission.


c. HQ CAP/FM shall submit reimbursement requests to OFCM within 60 days of each specific mission's close-out. Submit such requests to:

Federal Coordinator for Meteorology, W/FC  
8455 Colesville Road, Suite 1500  
Silver Spring, MD 20910

OFCM shall process all claims by CAP for reimbursement and issue checks as appropriate within 45 days of receipt of the CAP requests.

  
Glen D. Atwell, Col, CAP  
HQ CAP/DO

  
Julian M. Wright, Jr.  
Federal Coordinator for Meteorology

  
John A. Salvador, Lt Col, USAF  
CAP-USAF/XO